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16 **UNITED STATES DISTRICT COURT**

17 **DISTRICT OF NEVADA**

18 BOARD OF TRUSTEES OF THE
19 CONSTRUCTION INDUSTRY AND
20 LABORERS JOINT PENSION TRUST
21 FOR SOUTHERN NEVADA and THE
22 CONSTRUCTION INDUSTRY AND
23 LABORERS JOINT PENSION TRUST
24 FOR SOUTHERN NEVADA

25 Case No.:

26 **COMPLAINT**

27 Plaintiffs,

28 vs.

29 M2 CORE DRILLING AND CUTTING
30 INC., a Nevada corporation,

31 Defendant.

32 Plaintiffs allege:

33 **JURISDICTION AND VENUE**

- 34 1. The claim at issue in this Complaint presents a present, actual, and justiciable
35 controversy arising under federal law.
- 36 2. The Court has subject matter jurisdiction under 28 U.S.C. § 1331 (federal
37

question). This Court additionally has subject matter jurisdiction to enforce a pension benefit plan’s collection of withdrawal liability assessed against an employer under the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended by the Multiemployer Pension Plan Amendments Act of 1980 (“MPPAA”), specifically at 29 U.S.C. § 1401(b)(1).

5 3. Venue is proper under 29 U.S.C. § 1451(d) because the Pension Trust is
6 administered in Clark County, Nevada.

PARTIES

8 4. Plaintiffs are the Board of Trustees of the Construction Industry and Laborers Joint
9 Pension Trust for Southern Nevada (the “Board of Trustees”) and the Construction Industry and
10 Laborers Joint Pension Trust for Southern Nevada (the “Pension Trust”) (collectively referred to
11 as “Plaintiffs”).

12 5. The Board of Trustees is made up of fiduciaries of the Pension Trust for purposes
13 of ERISA.

14 6. The Pension Trust is an “employee benefit pension plan” as defined in 29 U.S.C. §
15 1002(2); and a “multiemployer plan” as defined in 29 U.S.C. §§ 1002(37) and 1301(a)(3).

16 7. Defendant, M2 Core Drilling and Cutting Inc. ("M2") is a Nevada corporation and
17 is an employer within the meaning of 29 U.S.C. § 1002(5).

FACTUAL BACKGROUND

19 8. M2 was a signatory to a collective bargaining agreement that required M2 to make
20 employee benefit contributions to the Pension Trust.

21 9. During the plan year ending on December 31, 2018, M2 withdrew from the
22 Pension Trust by ceasing to make contributions. This withdrawal constituted a complete
23 withdrawal under 29 U.S.C. § 1383.

24 10. On November 29, 2021, the Pension Trust sent a withdrawal liability assessment
25 and demand for payment to M2 in the amount of \$2,001,929, with the first quarterly payment of
26 \$44,908 due on January 3, 2022.

11. M2 did not pay its first quarterly payment. As a result, the Pension Trust provided M2 with written notice that it was delinquent on its payments, and provided 60 days for M2 to cure the default.

12. To date, M2 has refused to pay its withdrawal liability assessments in accordance with the Pension Trust's schedule for withdrawal liability payments.

SOLE CAUSE OF ACTION

(Judgment for Withdrawal Liability)

13. Plaintiffs hereby incorporate the allegations contained in paragraphs 1 to 12 as though fully set forth herein.

14. This dispute is a case of actual controversy within this Court's jurisdiction.

15. The Pension Trust provided M2 with a withdrawal liability assessment, and M2 has failed to make the required payments. The Pension Trust gave M2 a 60-day period to cure the default, but M2 has failed to make any payments to the Pension Trust.

16. Due to M2's failure to make payments on the schedule set by the Pension Trust, Plaintiffs seek a judgment for the entire assessed withdrawal liability amount, as well as interest, liquidated damages, attorney's fees.

WHEREFORE. Plaintiffs pray for relief as follows:

1. A judgment in favor of the Pension Trust awarding the entire withdrawal liability owed by M2, interest, liquidated damages, and attorney's fees; and

2. For such other and further relief as the Court deems proper.

Dated: May 4, 2022

BROWNSTEIN HYATT FARBER SCHRECK, LLP

/s/ Christopher M. Humes

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